

12 FAH-3 H-040 INVESTIGATORS UNDER CONTRACT (SPECIAL INVESTIGATORS)

12 FAH-3 H-041 PURPOSE AND AUTHORITY

(TL:FOMH-1; 12-4-95)

a. Special investigators, usually referred to as contract investigators (see section 12 FAH-3 H-042), are contract personnel hired to conduct background (personnel) and munitions control investigations. The ASAC or section chief of the appropriate field office normally provides investigative assignments, oversight, and support for special investigators. Special investigators do not serve on protective details and they do not have law enforcement authority.

b. The Bureau of Diplomatic Security (DS) employs contract investigators in circumstances where utilization of special agents is cost prohibitive or when special agents are not available to conduct the investigation. The Field Offices may not utilize contract investigators under any other circumstance except by the express authorization of the Director of DS/DSS/FLD.

c. Contract investigators will conduct investigations for the Department in accordance with subchapter 12 FAM 240 .

12 FAH-3 H-042 ADMINISTRATIVE AND PERSONNEL MATTERS

12 FAH-3 H-042.1 Employment

(TL:FOMH-1; 12-4-95)

a. The Director of DS/DSS/FLD is the sole hiring authority for contract investigators. Field Offices will use contract investigators on an as-needed basis.

b. DS may consider individuals for employment as contract investigators upon the recommendation of the special agent in charge (SAC) of the region in which they will function upon the approval of the Director of DS/DSS/FLD.

c. Once identified, a contract investigator will perform his or her tasks under the supervision of the SAC of the region to which assigned. SACs will brief all new contract investigators on all relevant policy and administrative matters.

12 FAH-3 H-042.2 Qualifications

(TL:FOMH-1; 12-4-95)

a. Individuals must possess the following qualifications to be used as a contract investigator:

(1) Training and extensive experience (minimum of three years) in the field of U.S. Government personnel investigations;

(2) Experience and in-depth knowledge of the technical details involved in collecting, evaluating, and reporting investigative data;

(3) U.S. citizenship and eligibility for a security clearance up to and including SECRET;

(4) Residency in a geographic area where a Field Office requires investigative coverage;

(5) Willingness to travel anywhere in the United States as required;

(6) Healthy enough to withstand the rigors of travel;

(7) Capability to express him- or herself clearly both orally and in writing;

(8) BA or BS from an accredited college or university; and

(9) Ability to personally prepare typed Reports of Investigation that meet DS standards.

b. Only the Director of DS/DSS/FLD may grant exceptions to these standards.

12 FAH-3 H-042.3 Conduct

(TL:FOMH-1; 12-4-95)

a. Contract investigators will perform their contractual duties in accordance with 12 FAM (Diplomatic Security), and its related Foreign Affairs Handbooks, the Privacy Act of 1974 (5 U.S.C. 552a), and other pertinent laws and regulations.

b. Contract investigators are responsible for maintaining satisfactory standards of conduct and integrity and behaving in a manner that is above reproach.

c. Contract investigators are also responsible for maintaining strict professional secrecy concerning any personal information or documentation obtained in conjunction with any work performed under their contracts.

12 FAH-3 H-042.4 Supervision

(TL:FOMH-1; 12-4-95)

The assistant special agent in charge (ASAC) or section chief of the field office has the responsibility of the day-to-day supervision of contract investigators under his or her jurisdiction.

12 FAH-3 H-042.5 Security Clearance

(TL:FOMH-1; 12-4-95)

All contract investigators must possess, at a minimum, a personnel clearance up to and including SECRET before commencing investigations under DS contract. The Director of DS/DSS/FLD is responsible for ensuring that all contract investigators possess the necessary clearances prior to the conduct of any investigations. The Department is the sole issuing agency of clearances required for contract investigators.

12 FAH-3 H-042.6 Credentials

(TL:FOMH-1; 12-4-95)

a. Once DS hires a contract investigator, the supervising SAC will request, through DS/DSS/FLD, that DS/EX/PLD issue credentials to the contract investigator.

b. Contract investigators may only use Department-issued credentials in conjunction with investigations specifically authorized by a Letter of Instruction (LOI). Contract investigators may only use DS credentials as a means of identifying themselves to the subjects or sources of an investigation.

c. Credentials are the property of the Department and must be surrendered immediately whenever requested by the supervisor. Misuse of credentials may be grounds for immediate cancellations of contract investigator contracts.

12 FAH-3 H-043 INVESTIGATIVE SERVICES

12 FAH-3 H-043.1 Ordering Investigations

(TL:FOMH-1; 12-4-95)

a. The appropriate DS field office will issue an LOI signed by the SAC or his designee requesting the investigative services of a contract investigator. Field offices will issue LOIs in the format given in 12 FAH-3 H-043 Exhibit H-043.

b. All LOIs issued are subject to the terms and conditions of the operative contract, and the provisions of any letter of instruction may not modify or supersede the contract.

c. DS considers an LOI issued at the time the contract investigator accepts it.

d. A Field Office may issue LOIs throughout the effective period of the contract; and the contract investigator must complete LOIs issued during the effective period of the contract but not completed prior to the expiration of the contract within the time specified in the LOI. The terms of the contract govern the rights and obligations of the contract investigator and the government to the same extent as if the LOI were completed during the effective period of the contract.

e. All LOIs issued must specify the appropriate case number, title, appropriation and allotment numbers to be charged, estimated period of performance and estimated work points (see section 12 FAH-3 H-044.1) of effort. LOIs will also specify the reimbursable allowances authorized for transportation, material, per diem, and costs otherwise authorized as reimbursable.

12 FAH-3 H-043.2 Conducting Investigations

12 FAH-3 H-043.2-1 Personnel Investigations

(TL:FOMH-1; 12-4-95)

Contract investigators will conduct personnel investigations in order to accomplish the following objectives:

(1) Obtain data from appropriate official records and sources who have personal knowledge for confirming identity and personal history of the subject of investigation;

(2) Establish the continuity of the subject's claimed activities, account for the subject's movements from one place to another;

(3) Provide sufficient data to enable the Department to establish the subject's loyalty to the United States;

(4) Provide sufficient data to enable the Department to establish the subject's general character, integrity, trustworthiness, and overall suitability for employment and/or access to classified information;

(5) Conduct a personal interview of the subject;

(6) Verify the subject's employment and education claims;

- (7) Conduct neighborhood inquiries; and
- (8) Search records of police and credit organizations.

12 FAH-3 H-043.2-2 Munitions Controls Investigations

(TL:FOMH-1; 12-4-95)

The LOI tasking a munitions control investigation will indicate the specific actions required and the procedures to be followed for each investigation. These actions and procedures may include, but are not necessarily limited to the following:

- (1) Obtain data from appropriate official records, sources and interviews to confirm the accuracy of the applications;
- (2) Obtain data from appropriate official records, sources and interviews to confirm the bona fides of the stated transactions;
- (3) Obtain data from appropriate official records, sources and interviews to confirm the bona fides of the company and/or officers of the company;
- (4) Obtain data from appropriate official records, sources and interviews to confirm the compliance to provisos and instructions often provided with license approval;
- (5) Confirm from appropriate official records, sources, and interviews the identification of the end-user;
- (6) Obtain data from appropriate official records, sources, and interviews to identify companies and individuals who manufacture munitions but have failed to comply with registration requirements;
- (7) Conduct personal interviews of officers of a company and search company records to ascertain desired information;
- (8) Conduct police, credit, local and State government checks; and
- (9) Provide data to allow the Department's Office of Munitions Control (PM/DTC) to adjudicate their original tasking to the Bureau of Diplomatic Security (DS).

12 FAH-3 H-043.3 Deliverables

(TL:FOMH-1; 12-4-95)

The contract investigator must complete all investigations by the required due date and, upon completion of the investigation, provide the supervisory ASAC or section chief with a summary of the investigative results, in a format acceptable to the ASAC or section chief. Within thirty (30) days of completion of the investigation, the contract investigator must also provide a final report of the comprehensive investigative findings in a format acceptable to the ASAC or section chief.

12 FAH-3 H-043.4 Proprietary Information

(TL:FOMH-1; 12-4-95)

a. Contract investigators must not maintain, retain or possess any substantive investigative notes, tapes, documentation, memoranda, computer data, or U.S. Government-issued software concerning any investigation after the final report of investigation has been submitted.

b. Contract investigators must take all reasonable precautions to protect all information concerning the subject of any investigation from unauthorized disclosures.

c. Contract investigators must submit with the investigative report all notes, tapes, memoranda, and any other substantive information associated with any investigation which are the sole property of the Department.

12 FAH-3 H-044 COMPENSATION AND TRAVEL

12 FAH-3 H-044.1 Determining Compensation Due Contract Investigators

(TL:FOMH-1; 12-4-95)

a. Under the terms of investigator agreements, the contract investigator is compensated for his or her investigative work based on a seven point system. DS calculates these points as follows:

(1) One point for a referenced, developed, or neighborhood source interview conducted in person.

(2) One-half point for any source interviewed, or check conducted, by telephone.

(3) One point for the first record reviewed at any employment, educational institution, or government agency, one-half point for any additional record reviews conducted at the same employment, educational institution, or government agency and pertaining to the same investigation (for example, review of an official personnel file (OPF) and a security file would count as one and one-half points.) Similar compensation in instances where a file is reviewed by someone other than the contract investigator and that person is interviewed as a source. **However, note that** record checks which are requested by the contract investigator but completed by a liaison office in the Department are not compensated (for example, CIA, FBI, OPM, USAIRR, etc.).

(4) One-half point for employment or education source interviews conducted at the same institution or employment where a record review was conducted.

(5) Three points for conducting a personal interview of the subject. Re-interviews due to an inadequate initial interview will not be compensated.

(6) One point for each jurisdiction's police and credit checks which are conducted in person as scheduled and reported by the contract investigator.

(7) One point if during the conduct of certain investigations it is necessary for the contract investigator to personally meet with the subject to obtain biographical data, and/or to sign release forms.

(8) One point for file reviews and/or consultations requested by the SAC prior to commencing the investigation. Should the file review or consultation become unduly time-consuming, the contract investigator may claim additional points, but the SAC will evaluate such claims on a case-by-case basis.

(9) One point for each 45 miles of inordinate travel. Inordinate travel is travel outside a 45 mile radius of the investigator's assigned area **and** of a point-to-point distance of at least 45 miles.

(10) One-third of a point for each page of a Report of Investigation (ROI) typed in final format by the contract investigator.

b. The SAC will address situations not covered by the above on a case-by-case basis.

12 FAH-3 H-044.2 Per Diem and Travel

(TL:FOMH-1; 12-4-95)

a. The field office may request contract investigators to travel within the United States. The Department will pay per diem and travel expenses within the United States. Applicable per diem rates will be in accordance with section 6 FAM 153.1 . DS may authorize actual subsistence expenses when:

(1) There are unusual circumstances to travel; or

(2) For travel to designated high-rate geographical areas as provided for in section 6 FAM 158.1 .

b. The SAC determines whether per diem or subsistence will be allowed. The contractor is responsible for travel arrangements. DS will not make advances for anticipated or scheduled travel.

12 FAH-3 H-044.3 Method of Payment

(TL:FOMH-1; 12-4-95)

a. Upon completion of an investigation, the contract investigator will submit an invoice for payment. The contract investigator will attach the original LOI to this invoice and complete the invoice in consultation with the appropriate supervisor.

b. After the supervisor has reviewed and approved payment, the supervisor will prepare an SF-1034 "Public Voucher for Purchases and Services Other Than Personal" for the contract investigator's signature. The supervisor will then submit the SF-1034 to M/FMP/FO/OFO/VC.

12 FAH-3 H-044.4 Audits

(TL:FOMH-1; 12-4-95)

Supervisors will audit work performed by contract investigators on a random basis. The supervisor will conduct these audits of performance in a manner similar to that used for auditing the performance of special agent investigators.

12 FAH-3 H-045 THROUGH H-049 UNASSIGNED

12 FAH-3 H-043 Exhibit H-043

LETTER OF INSTRUCTION



United States Department of State

Washington, D.C. 20520

Contract No. _____

Letter of Instruction No. _____

Date _____

(Contractor Name)

(Contractor Address)

Dear _____:

Effective with the date of this letter of instruction and pursuant to the terms and conditions of the above contract between you and the Department of State, it is requested that appropriate investigative reports be accomplished on the following case titles (subjects):

Title(s) of Reports:

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

Estimated Workdays of Efforts: _____ points (_____ days) of investigative research services at the rate of \$ 196.00 / 7 points per day.

Funding: Upon acceptance by the Department of State of the reports identified above, the Department of State will pay an estimated price of \$ _____

Estimated reimbursable expenses:
_____.00 days of meals and incidental expenses at \$ _____.00 per day . \$ _____
_____.00 days of lodging at \$ _____ per day . \$ _____
_____.00 days at \$ _____.00 per diem . \$ _____
Other reimbursable expenses . \$ _____

Total Estimated Cost . \$ _____

In acknowledging acceptance of this requirement, I hereby agree that all documents, data, and notes, including copies hereof, acquired during the performance of these investigative reports, shall be submitted to the Office of Security in compliance with the terms of this contract and the Privacy Act.

ACCEPTANCE:

ISSUED BY: U.S. Department of State

(Signature)

(Signature)

Name

Date

Name

Date

